

### REMARKS

This Amendment is made in response to the Office Action dated July 11, 2008. Claims 1-9, 18 and 24-36, 37-39 and 44 are pending in this application. By this Amendment, claims 1, 18, 26 and 44 have been amended to more clearly define the presently claimed invention. Favorable reconsideration of the pending claims is respectfully requested in view of the remarks below.

Claims 1, 8, 9, 18, 25-32 and 44 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U. S. Patent No. 5,792,144 to Fischell (the "Fischell patent") in view of U.S. Patent No. 6,019,778 to Wilson (the "Wilson patent") and further in view of U.S. Patent No. 6,254,609 to Vrba (the "Vrba patent"). The Examiner acknowledges at paragraph 6 that the Fischell patent does not disclose a sheath portion made from nylon-polyimide. The Examiner basically takes the position that one skilled in the art at the time of the invention would have incorporated the sheath disclosed in the Wilson patent into the delivery system shown in the Fischell patent. Applicants note that claims 1, 18, 26 and 44 have been amended to more clearly define the present invention. These claims now include the recitation that the distal portion of the sheath includes an outer layer of nylon and an inner layer of polyimide and a continuous direct bond which joins the outer layer of nylon to the inner layer of polyimide.

The Wilson patent clearly fails to disclose a continuous direct bond joining the outer layer to the inner layer. This is due to the presence of the braided wire which forms the mesh that is placed between the outer and inner layers. The Wilson patent states the following:

Positioned between outer and inner layers 72 and 48, respectively, is a wire reinforcing layer 70, which is preferably a braided wire. Braided reinforcing layer 70 is preferably made from stainless steel.

Applicants still maintain the position that the outer layer 72 is bonded to this wire reinforcing layer 70, not the inner layer 48. However, in view of the amendment to the claims, even the Examiner cannot take the position that there is a continuous

direct bond joining the outer layer to the inner layer. Applicants point to page 6, lines 1-3 of the Office Action which states the following:

With reference to Figure 6, the reinforcing wire is an open braid having space in between the wire. It is at the location of these opens spaces, in between the wire, that the layers are bonded to each other.

Therefore, the Examiner has acknowledged that there is a discontinuous bond between the two layers. Accordingly, the Wilson patent fails to disclose the structure of the distal portion of the sheath recited in the present claims.

Moreover, the Examiner cannot simply disregard the presence of this wire reinforcing layer in the Wilson patent. This wire reinforcing layer 70 was considered quite important in the Wilson patent. The Wilson patent states the following at column 7, lines 20-32:

Prior art self-expanding stent delivery systems did not use braid layers and there may be many reasons why others have not tried this. Because of the size of most self-expanding stents are quite large, as compared to balloon expandable coronary stents, the diameters of the delivery devices had to be large as well. However, it is always advantageous to have catheters or delivery systems which are as small as possible. This is so the devices can reach into smaller vessels, and so that less trauma is caused to the patient. Thus others would have been led away from using such a layer. However, it has been found that even a very thin braid layer in a stent delivery apparatus offers such an advantage, that any incremental increase in the size of the catheter is worth it.

Applicants submit that the correct application of the Fischell patent with the Wilson patent would lead one skilled in the art to simply replace the sheath disclosed in the Fischell patent with the wire reinforced sheath disclosed in the Wilson patent. However, this combination still does not achieve the structure of the pending claims.

The disclosure in the Vrba patent does not help the shortcomings of both the Fischell and Wilson patents. The Vrba patent discloses the use of two separate outer sheaths for a stent delivery system. These layers are not bonded at all to each other. In fact, the Vrba patent teaches away from bonding the two sheaths

together since separate deployment of these sheaths is desired. Accordingly, the suggested combination of the Fischell, Wilson and Vrba patent fails to achieve the basic structure recited in the pending claims. Accordingly, Applicants respectfully request the Examiner to withdraw the obviousness rejections against these claims.

Claims 3, 4, 24, 33, 34, 38 and 39 were rejected under 35 U.S.C. § 103(a) as being unpatentable over the Fischell patent in view of the Wilson patent and the Vrba patent and in further view of U.S. Patent No. 6,736, 839 to Cummings (the "Cummings patent"). The Cummings patent also fails to overcome the shortcomings of the Fischell, Wilson and Vrba patents in disclosing the basic structure of the pending claims. Accordingly, Applicants respectfully request the Examiner to withdraw the obviousness rejections against these claims.

Applicants respectfully request the Examiner to allow the claims which were withdrawn from further prosecution in view of the allowability of the pending claims.

In view of the foregoing, it is respectively urged that all of the present claims of the application are patentable and in a condition for allowance. The undersigned attorney can be reached at (310) 824-5555 to facilitate prosecution of this application, if necessary.

In light of the above amendments and remarks, Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Please charge any additional fee or credit any overpayment to our Deposit Account No. 06-2425.

Respectfully submitted,

FULWIDER PATTON LLP

/Thomas H. Majcher/  
Thomas H. Majcher, Reg. No. 31,119